

11737-A-Z  
RECORDATION NO. 11737  
Filed 1425

Met Ed GPU

APR 29 1980 1 45 PM  
INTERSTATE COMMERCE COMMISSION

Metropolitan Edison Company  
Post Office Box 542  
Reading, Pennsylvania 19640  
215-929-3601

APR 29 1 40 PM '80

Writer's Direct Dial Number  
215-921-6175

I. C. C.  
FEE OPERATION BR April 28, 1980

Interstate Commerce Commission  
12th & Constitution Avenue, N.W.  
Washington, D.C. 20423

No. 0-120A124

Date APR 29 1980

Fee \$ 300.00

ICC Washington, D. C.

Attention: Secretary

Dear Sir:

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

Mortgage Document: Indenture of Mortgage dated November 1, 1944 and the 26 Supplemental Indentures thereto listed on Schedule A attached hereto

Mortgagor: Metropolitan Edison Company


Mortgagee: Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York)

Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 20% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Jersey Central Power & Light Company (which owns a 37% interest) and Pennsylvania Electric Company (which owns a 43% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Metropolitan Edison Company at the date of said Indenture of Mortgage or thereafter acquired by it.

Also enclosed is a check in the amount of \$300.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Very truly yours,

  
J. S. Bartman

Vice President

kz

Enclosures

Metropolitan Edison Company is a Member of the General Public Utilities System

*Countersigned for 26 copies Met Ed and GPU  
4/1/80*

11737-*S*  
REGISTRATION NO. .... Filed 1425

APR 29 1980 - 1 45 PM

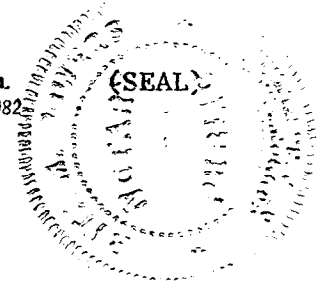
INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Berks, do certify as follows: (1) I have examined the attached conformed copy of Supplemental Indenture dated (or dated as of) September 1, 1968 to Indenture of Mortgage dated November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

Witness my hand and seal this 28th day of April, 1980.

*Rita M. Powers*  
\_\_\_\_\_  
Notary Public

RITA M. POWERS, Notary Public  
Muhlenberg Twp., Berks County, Pa.  
My Commission Expires Sept. 30, 1982



[CONFORMED COPY WITH RECORDATION DATA]

11737-*K*

RECORDATION NO. .... Filed 1425

APR 29 1980 - 1 45 PM

**METROPOLITAN EDISON COMPANY**

INTERSTATE COMMERCE COMMISSION

**TO**

**MORGAN GUARANTY TRUST COMPANY OF NEW YORK,**  
*as Trustee.*

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**Supplemental Indenture**

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***Dated September 1, 1968***

MORGAN GUARANTY TRUST COMPANY OF NEW YORK  
hereby certifies that its Residence and Post Office  
Address is 23 Wall Street, Borough of Manhattan,  
City of New York, New York 10015.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

By **W. L. BAKER**

*Vice President.*

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THIS SUPPLEMENTAL INDENTURE, made the first day of September, 1968, between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as the "Company", party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, as Trustee under the Mortgage hereinafter referred to, hereinafter sometimes referred to as the "Trustee", party of the second part;

WHEREAS, the Company has heretofore executed and delivered to Guaranty Trust Company of New York, as Trustee, its Indenture dated November 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), which was duly supplemented by supplemental indentures dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954, October 1, 1954, June 1, 1957, May 1, 1960, December 1, 1962, March 20, 1964, July 1, 1965, June 1, 1966 and March 22, 1968, respectively, and which is hereby supplemented by this Supplemental Indenture, all of which are herein collectively referred to as the "Mortgage"; and

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co. Incorporated into Guaranty Trust Company of New York, the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York; and

WHEREAS, the Company desires by this Supplemental Indenture to create, and to define, in so far as the same is permitted by the Original Indenture, the form of and certain other matters with respect to the fourteenth series of bonds to be issued under the Mortgage, to be designated "First Mortgage Bonds, 7% Series due 1998" (hereinafter sometimes referred to as the "bonds of the 1998 Series"), and to provide for the issue thereof only as fully registered bonds; and

WHEREAS, the Company also desires to amend the Original Indenture, as contemplated and permitted by Article XVII thereof in order, among other things, to set forth the terms, provisions and form of the bonds of the 1998 Series and to supplement the Original Indenture in a manner which is not inconsistent with the provisions thereof and does not adversely affect the interests nor modify the rights of the holders of outstanding bonds; and

WHEREAS, the Company also desires to subject specifically to the lien of the Mortgage certain property acquired by it since the execution and delivery of the Original Indenture and not specifically subjected to the lien thereof; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized:

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That in consideration of the premises, and of the sum of One Dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensembling and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Mortgage, as follows:

## ARTICLE I.

### CREATION OF FIRST MORTGAGE BONDS, 7% SERIES DUE 1998, AND SPECIFICATION OF CERTAIN MATTERS WITH RESPECT THERETO.

SECTION 1. The Company hereby creates the fourteenth series of bonds, not limited in principal amount, to be issued under and secured by the Mortgage, to be designated, and to be distinguished from bonds of all other series by the title "First Mortgage Bonds, 7% Series due 1998". Each bond of the 1998 Series shall be dated the date of its authentication and shall bear interest from September 1, 1968, or from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the 1998 Series, except that so long as there is no existing default in the payment of interest on the bonds of the 1998 Series, any bond of the 1998 Series authenticated by the Trustee between the record date (as hereinafter defined) for any

interest payment date and such interest payment date shall bear interest from such interest payment date; provided, however, that if and to the extent the Company shall default in payment of the interest due on such interest payment date, then any such bond of the 1998 Series shall bear interest from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the 1998 Series, or, if no interest has been paid on bonds of the 1998 Series, then from September 1, 1968. All bonds of the 1998 Series shall be payable on September 1, 1998, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and shall bear interest payable in like coin or currency, at the rate of seven per centum (7%) per annum, payable semi-annually on March 1 and September 1 of each year, beginning March 1, 1969, until maturity, according to the terms of the bonds or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage from such date of maturity until they shall be paid or payment thereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) interest on any overdue installment of interest shall be payable at the highest rate of interest borne by any of the bonds outstanding under the Mortgage. Principal of and interest on the bonds of the 1998 Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

The persons in whose names bonds of the 1998 Series are registered at the close of business on any record date (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date (except that in case of any redemption of bonds of the 1998 Series as provided for herein on a date subsequent to the record date and prior to such interest payment date interest on such redeemed bonds shall be payable only to the date fixed for redemption thereof and only against surrender of such bonds for redemption in accordance with the notice of such redemption) notwithstanding the cancellation of any bond of the 1998 Series upon any registration of transfer or exchange subsequent to the record date and prior to such interest payment

date; provided, however, that if, and to the extent, the Company shall default in the payment of the interest due on any interest payment date, such defaulted interest shall be paid to the persons in whose names outstanding bonds of the 1998 Series are registered on the day immediately preceding the date of payment of such defaulted interest or, at the election of the Company, on a subsequent record date established by notice given by mail by or on behalf of the Company to the holders of bonds of the 1998 Series not less than fifteen days preceding such subsequent record date.

The term "record date" shall mean, with respect to any regular semi-annual interest payment date, the close of business on the fifteenth day of the calendar month next preceding such interest payment date (or if such fifteenth day is not a business day, the next preceding business day) or, in the case of defaulted interest, the close of business on any subsequent record date established as provided above.

The bonds of the 1998 Series shall be issuable only as fully registered bonds in the denominations of \$1,000 and any multiple thereof. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner and subject to the limitations provided in the Mortgage, bonds of such series may be exchanged for a like aggregate principal amount of bonds of such series of other authorized denominations without charge except for any tax or taxes or other governmental charges incident to such exchange.

All bonds of the 1998 Series shall be redeemable at the option of the Company, on any date prior to maturity, as a whole, or from time to time in part, after notice mailed to each registered holder of such bonds directed to his registered address not less than thirty days and not more than ninety days before the redemption date, at the redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1998 Series shall also be redeemable on any date prior to maturity, in the cases hereinafter specified, on like notice of such redemption, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table

under "Lower Scale Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

If redeemed during 12 months' period beginning September 1			If redeemed during 12 months' period beginning September 1		
	Regular Redemption Prices	Lower Scale Redemption Prices		Regular Redemption Prices	Lower Scale Redemption Prices
1968 . . . .	108.90	101.90	1983 . . . .	104.30	101.40
1969 . . . .	108.60	101.88	1984 . . . .	103.99	101.34
1970 . . . .	108.29	101.86	1985 . . . .	103.69	101.28
1971 . . . .	107.98	101.84	1986 . . . .	103.38	101.22
1972 . . . .	107.68	101.81	1987 . . . .	103.07	101.15
1973 . . . .	107.37	101.79	1988 . . . .	102.77	101.08
1974 . . . .	107.06	101.76	1989 . . . .	102.46	101.00
1975 . . . .	106.76	101.73	1990 . . . .	102.15	100.92
1976 . . . .	106.45	101.70	1991 . . . .	101.85	100.83
1977 . . . .	106.14	101.66	1992 . . . .	101.54	100.73
1978 . . . .	105.84	101.63	1993 . . . .	101.23	100.63
1979 . . . .	105.53	101.59	1994 . . . .	100.93	100.52
1980 . . . .	105.22	101.54	1995 . . . .	100.62	100.41
1981 . . . .	104.92	101.50	1996 . . . .	100.31	100.28
1982 . . . .	104.61	101.45	1997 . . . .	100.00	100.00

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Original Indenture, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty (120) days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property constituting bondable property which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of the Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemp-



tion prices may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Original Indenture, the premium, if any, and accrued interest in case of any such redemption to be provided for by the Company pursuant to the provisions of Section 8.07 of the Original Indenture. Any notice of redemption of bonds of the 1998 Series out of cash deposited pursuant to Sections 5.07 and 5.08 of the Original Indenture shall state that the redemption is to be effected out of cash deposited pursuant to Section 5.07 or Section 5.08, as the case may be.

SECTION 2. Bonds of the 1998 Series for the aggregate principal amount of Twenty-six million dollars (\$26,000,000), being the initial issue of bonds of the 1998 Series, may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the designated officer or officers of the Company, upon compliance by the Company with the appropriate provisions and requirements of Article IV of the Original Indenture.

SECTION 3. So long as any of the bonds of the 1998 Series shall be secured by the lien of the Mortgage, the term "minimum provision for depreciation" when used for any purposes under the Mortgage and with reference to any period of time shall mean an amount computed pursuant to the provisions of Article I, Section 5 of the Supplemental Indenture dated March 1, 1952.

SECTION 4. So long as any of the bonds of the 1998 Series shall be secured by the lien of the Mortgage, clause (A) (II) of Section 1.06 of the Original Indenture shall be deemed amended as set forth in the quotation contained in Article I, Section 4 of the Supplemental Indenture dated May 1, 1960.

SECTION 5. So long as any of the bonds of the 1998 Series shall be secured by the lien of the Mortgage, the first sentence of Section 5.20 of the Original Indenture shall be deemed amended as set forth in the quotation contained in Article I, Section 6 of the Supplemental Indenture dated December 1, 1950.

SECTION 6. So long as any of the bonds of the 1998 Series shall be secured by the lien of the Mortgage, the Company will keep and perform the covenants set forth in Article I, Section 4 of the Supplemental Indenture dated March 1, 1952, irrespective of whether any of the bonds of the series created by such Supplemental Indenture shall be then outstanding.

SECTION 7. So long as any of the bonds of the 1998 Series shall be secured by the lien of the Mortgage, the Company will keep and perform the covenants and agreements set forth in Article I, Section 7 of the Supplemental Indenture dated June 1, 1957, irrespective of whether any of the bonds of the series created by such Supplemental Indenture shall be then outstanding.

SECTION 8. In case less than all of the bonds of the 1998 Series at the time outstanding are called for redemption, the Company shall not be required (i) to exchange or register transfers of any bonds of the 1998 Series for a period of 10 days before the mailing of a notice of redemption of bonds of the 1998 Series, (ii) to exchange or register transfer of any bond of the 1998 Series called for redemption in its entirety or (iii) to exchange or register transfer of any portion of a bond of the 1998 Series which portion has been called for redemption.

SECTION 9. The Company covenants and agrees that, notwithstanding Section 2.03 of the Original Indenture, it will not charge any sum for or in connection with any exchange or registration of transfer of any bond of the 1998 Series, but may require the payment of a sum sufficient to cover any tax or taxes or other governmental charges incident to any exchange or registration of transfer thereof.

## ARTICLE II.

### FORM OF THE BONDS OF THE 1998 SERIES

The form of the bonds of the 1998 Series and the Trustee's authentication certificate to be endorsed thereupon shall be substantially as follows, the denominations and numbers thereof to be appropriately inserted:

[FORM OF FACE OF 1998 SERIES BONDS]

## METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

## FIRST MORTGAGE BOND

\$..... 7% Series due 1998 No. ....

DUE SEPTEMBER 1, 1998

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, Dollars on September 1, 1998, at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts, and to pay interest thereon, semi-annually on March 1 and September 1 of each year, at the rate of seven per centum (7%) per annum, at said office or agency in like coin or currency, from September 1, 1968, or from the most recent interest payment date to which interest has been paid or duly provided for with respect to bonds of the 1998 Series (subject to certain exceptions provided in the Mortgage hereinafter mentioned), until this bond shall mature, according to its terms or on prior redemption or by declaration or otherwise, and at the highest rate of interest borne by any of the bonds outstanding under the Mortgage hereinafter mentioned from such date of maturity until this bond shall be paid or the payment hereof shall have been duly provided for, and (to the extent that payment of such interest is enforceable under applicable law) to pay interest on any overdue installment of interest at the highest rate of interest borne by any of the bonds outstanding under said Mortgage. The interest so payable on any March 1 or September 1 will, subject to certain exceptions provided in said Mortgage, be paid to the person in whose name this bond (or the bond or bonds in exchange or substitution for which this bond was issued) was registered on the close of business on the 15th day of the calendar month next preceding such March 1 or September 1.

Reference is hereby made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not become valid or obligatory for any purpose until Morgan Guaranty Trust Company of New York, or its successor, as Trustee under the Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated:

METROPOLITAN EDISON COMPANY,

By .....  
*President.*

Attest:

.....  
*Secretary.*

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE  
ON BONDS OF THE 1998 SERIES]

TRUSTEE'S AUTHENTICATION CERTIFICATE

This bond is one of the bonds, of the series herein designated, provided for in the within-mentioned Mortgage.

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,  
TRUSTEE

By .....  
*Authorized Officer.*

[FORM OF REVERSE OF 1998 SERIES BONDS]

METROPOLITAN EDISON COMPANY

(Incorporated under the laws of the Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND, 7% SERIES DUE 1998

DUE SEPTEMBER 1, 1998

This bond is one of an issue of bonds of the Company (herein referred to as the "bonds"), not limited in principal amount except as in the Mortgage hereinafter mentioned provided, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is one of a series known as its First Mortgage Bonds, 7% Series due 1998 (hereinafter referred to as "bonds of the 1998 Series"), all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated November 1, 1944 (herein, together with any indentures supplemental thereto, including, but not by way of limitation, the indentures supplemental thereto dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954, October 1, 1954, June 1, 1957, May 1, 1960, December 1, 1962, March 20, 1964, July 1, 1965, June 1, 1966, March 22, 1968 and September 1, 1968, called the "Mortgage"), executed by the Company to Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), as Trustee, to which reference is made for a description of the property mortgaged, the nature and extent of the security, the rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of

bonds outstanding shall be affected, the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds to waive any past default under the Mortgage and its consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, subject to the condition that, in case the rights of the holders of less than all of the series of bonds outstanding shall be affected, no waiver of any past default or its consequences shall be effective unless approved by the holders of not less than a majority of all the bonds at the time outstanding. The Mortgage also contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, to execute supplemental indentures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent

of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any such waiver or consent by the holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond.

No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the time and place and at the rate and in the coin or currency herein prescribed.

The bonds of the 1998 Series are issuable only as fully registered bonds in denominations of \$1,000 and any multiple of \$1,000. At the office or agency to be maintained by the Company in said Borough of Manhattan and in the manner and subject to the limitations provided in the Mortgage, bonds of such series may be exchanged for a like aggregate principal amount of bonds of such series of other authorized denominations without charge except for any tax or taxes or other governmental charges incident to such exchange.

The bonds of the 1998 Series may be redeemed, at the option of the Company, on any date prior to maturity, as a whole, or from time to time in part, after notice mailed to each registered holder of such bonds directed to his registered address not less than thirty days and not more than ninety days before the redemption date, at the redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Regular Redemption Prices"; and the bonds of the 1998 Series are also subject to redemption on any date prior to maturity, in the cases hereinafter specified, on mailing of like notice of such redemption, all as provided in the Mortgage, at the lower scale of redemption prices (expressed in percentages of the principal amount) set forth in the following table under "Lower Scale

Redemption Prices"; together, in each case, with accrued interest to the date of redemption:

[There will be inserted here the same table of redemption prices and corresponding dates as is set forth in this Supplemental Indenture under Article I, Section 1.]

Redemption as a whole at said lower scale of redemption prices may be effected, as more fully provided in Section 8.08 of the Mortgage, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property (constituting bondable property as defined in the Mortgage) which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of Morgan Guaranty Trust Company of New York, or its successor, as Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at said lower scale of redemption prices may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the premium, if any, and accrued interest in case of any such redemption to be paid out of cash deposited by the Company for the purpose.

The Mortgage provides that any notice of redemption of bonds may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are received before such date.

The Mortgage provides that if the Company shall deposit with Morgan Guaranty Trust Company of New York, or its successor, as Trustee in trust for the purpose, funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption (including any portions, constituting \$1,000 or a multiple thereof, of fully registered



bonds) and premium, if any, thereon, and all interest payable on such bonds (or portions) to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds (or portions) shall no longer be secured by the lien of the Mortgage.

The Mortgage provides that, upon any partial redemption of a fully registered bond, upon surrender thereof endorsed for transfer, new bonds of the same series and of authorized denominations in principal amount equal to the unredeemed portion of such fully registered bond will be delivered in exchange therefor.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the principal office of the Trustee in said Borough of Manhattan, upon surrender and cancellation of this bond, and thereupon, a new bond or bonds of authorized denominations of the same series and for the same aggregate principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not this bond shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in the Mortgage, against any incorporator, or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor

corporation, under any present or future rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

### ARTICLE III

#### AMENDMENT TO ORIGINAL INDENTURE

Section 2.01 of the Original Indenture is hereby amended by adding at the end thereof the following paragraph:

Notwithstanding the provisions of the immediately preceding paragraph, all fully registered bonds of any series created on or after September 1, 1968 shall be dated and shall bear interest from such dates as may be provided with respect to bonds of such series in the supplemental indenture setting forth the terms and provisions of bonds of such series.

### ARTICLE IV.

#### SUBJECTING CERTAIN PROPERTY SPECIFICALLY

#### TO THE LIEN OF THE MORTGAGE.

AND THIS SUPPLEMENTAL INDENTURE FURTHER WITNESSETH: That in consideration of the premises, and of the sum of One Dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensealing and delivery of these presents, Metropolitan Edison Company has granted, bargained, sold, aliened, enfeoffed, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release, convey, assign, transfer, pledge, set over and confirm, unto Morgan Guaranty Trust Company of New York, as Trustee, and to its successors and assigns forever, all of the following described property, to wit:

All property, real, personal and mixed, tangible and intangible, owned by the Company, or in which it owns an interest, on the date of the execution hereof, or (subject to the provisions of Article XIII of the Original Indenture) which may hereafter be acquired by it, where-soever situate, and necessary or appropriate to the public utility plant and business of the Company and to its operation as a going concern, except such property as is hereinafter expressly excepted and excluded from the lien and operation of the Mortgage.

The property covered by the lien of the Mortgage shall include particularly, among other property, without prejudice to the generality of the language hereinbefore or hereinafter contained, the following described property:

#### FIRST.

##### PARCEL NUMBER ONE

###### ADDITION TO LINCOLN SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Township of Straban, County of Adams and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by William E. Eckert, single man, by deed dated May 21, 1968 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 267, Page 180.

##### PARCEL NUMBER TWO

###### ADDITION TO McSHERRYSTOWN SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Borough of McSherrystown, County of Adams and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Thomas J. Livelsberger and Patricia E. Livelsberger, his wife, by deed dated April 11, 1968 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 266, Page 587.

## PARCEL NUMBER THREE

## PINE CHURCH SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Township of Straban, County of Adams and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Raymond H. Powell and Lucile R. Powell, his wife, by deed dated May 14, 1968 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 268, Page 47.

## PARCEL NUMBER FOUR

## OXFORD DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Mount Pleasant, County of Adams and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Nevin E. Pitzer and Bertha M. Pitzer, his wife, by deed dated September 28, 1966 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 259, Page 58.

## PARCEL NUMBER FIVE

## ADDITION TO NEW POWER PLANT SITE

ALL THOSE CERTAIN two tracts or parcels of land, with the improvements thereon erected, in the Township of Tilden, County of Berks and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by William A. Grimes and Mildred M. Grimes, his wife, by deed dated February 21, 1968 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1522, page 685.

## PARCEL NUMBER SIX

## OTTSTVILLE DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Tinicum, County of Bucks and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Andrew Timohenko and Ida Timohenko, his wife, by deed dated October 11, 1966 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1847, Page 34.

## PARCEL NUMBER SEVEN

## RIGHT OF WAY

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Derry, County of Dauphin and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Cecil M. Trout and Pauline N. Trout, his wife, by deed dated June 24, 1968 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book V, Volume 53, Page 91.

## PARCEL NUMBER EIGHT

## UNDIVIDED INTEREST IN CONEMAUGH GENERATING STATION SITE

The undivided 16.45% interest of the Company, as tenant in common with others, in all those certain tracts or parcels of land, with the improvements thereon erected, in the Townships of East Wheatfield and West Wheatfield, County of Indiana and Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company and others by American Trustee & Transfer Corporation, Trustee, by deeds dated December 6, 1966 and April 7, 1967 and recorded in the Office for the Recording of Deeds in and for said County in Deed Book 558, Page 461, and Deed Book 562, Page 665, respectively, excepting and reserving therefrom the premises and coal mining rights conveyed by the Company and others to The Florence Mining Company by deed dated February 13, 1967 and recorded in said office in Deed Book 563, Page 480.

PARCEL NUMBER NINE  
NORTH LEBANON SUBSTATION SITE

Tract No. 1

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of North Lebanon, County of Lebanon and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by H. Richard Stickel, Jr. and Arloa B. Stickel, his wife, by deed dated December 7, 1966 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book 56, Page 1096.

Tract No. 2

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of North Lebanon, County of Lebanon and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Adam J. Arnold and Myrtle K. Arnold, his wife, by deed dated December 7, 1966 and recorded the same day in the Office for the Recording of Deeds in and for said County in Deed Book 57, Page 4.

PARCEL NUMBER TEN  
ADDITION TO SOUTH LEBANON SUBSTATION SITE

Purpart No. 1

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of South Lebanon, County of Lebanon and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by George W. Page and Jane M. Page, his wife, by deed dated March 9, 1967 and recorded the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 58, Page 459.

## Purpart No. 2

ALL THOSE CERTAIN two tracts or parcels of land, with the improvements thereon erected, in the said Township of South Lebanon, BEING the same premises granted and conveyed unto the Company by Marvin J. Horst and Anna May Horst, his wife, by deed dated January 25, 1968 and recorded the same day in the Office for the Recording of Deeds in and for said County in Deed Book 64, Page 1049.

## PARCEL NUMBER ELEVEN

## ADDITION TO THIRD AND GREEN STREETS SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Fourth Ward of the City and County of Lebanon and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Bethlehem Steel Corporation by deed dated June 3, 1966 and recorded August 3, 1966 in the Office for the Recording of Deeds in and for said County in Deed Book 54, page 503.

## PARCEL NUMBER TWELVE

TRANSFORMER PAD SITES FOR UNDERGROUND DISTRIBUTION  
IN LEBANON

ALL THOSE CERTAIN four tracts or parcels of land, with the improvements thereon erected, in the City and County of Lebanon and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by (1) Lillie Mulhollen, widow, by deed dated January 24, 1967 and recorded on January 27, 1967 in the Office for the Recording of Deeds in and for said County in Deed Book 57, Page 830, (2) Myrl E. Brown and George D. Brown, her husband, by deed dated June 29, 1967 and recorded the same day in said office in Deed Book 60, page 808, (3) Maurice H. Kirst and Josephine M. Kirst, his wife, by deed dated December 28, 1967 and recorded the same day in said Office in Deed Book 64, Page 558 and (4) Viola A. Bomberger, widow, by deed dated September 23, 1966 and recorded the same day in said Office in Deed Book 55, Page 629, respectively.

## PARCEL NUMBER THIRTEEN

## ADDITION TO LYNNVILLE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Lynn, County of Lehigh and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Willard B. Hamm and Myrl L. Hamm, his wife, by deed dated October 30, 1967 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 1103, Page 603.

## PARCEL NUMBER FOURTEEN

## CLEARFIELD DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Township of Bushkill, County of Northampton and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by George R. Cole, Jr. and Ruth Anna Cole, his wife, by deed dated March 29, 1968 and recorded the same day in the Office for the Recording of Deeds in and for said County in Deed Book No. 316, Page 502.

## PARCEL NUMBER FIFTEEN

## BUSHKILL FALLS DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Lehman, County of Pike and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Arne Lee and Asta Lee, his wife, by deed dated March 30, 1967 and recorded the same day in the Office for the Recording of Deeds in and for said County in Deed Book 205, Page 890.

## PARCEL NUMBER SIXTEEN

## ADDITION TO HILL SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Township of Shrewsbury, County of York and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by



Peter F. Picco and Erma U. Picco, his wife, by deed dated May 24, 1968 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 61-E, Page 1093.

#### PARCEL NUMBER SEVENTEEN

##### YOE SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Township of Windsor, County of York and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Mearl D. Gross and Flora M. Gross, his wife, by deed dated February 27, 1968 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book 60-Y, Page 803.

#### PARCEL NUMBER EIGHTEEN

##### YORKANA SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Lower Windsor, County of York and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Susan J. Gross, Executrix of the Estate of William E. Gross, et al., by deed dated January 23, 1967 and recorded on January 24, 1967 in the Office for the Recording of Deeds in and for said County in Deed Book 59-X, Page 704.

#### PARCEL NUMBER NINETEEN

##### WEST HELLAM DISTRIBUTION SUBSTATION SITE

ALL THOSE CERTAIN two tracts or parcels of land, with the improvements thereon erected, in the Township of Hellam, County of York and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Samuel H. Shipley, widower, by deed dated November 2, 1966 and recorded the same day in the Office for the Recording of Deeds in and for said County in Deed Book 59, Volume S, Page 1068, and by Bertha Stoner, single woman, et al. by deed dated November 21, 1966 and recorded on the same day in the said Office in Deed Book 59-T, Page 1195.

## PARCEL NUMBER TWENTY

## ZION'S VIEW DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of East Manchester, County of York and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Charles H. Fink and Cora M. Fink, his wife, by deed dated July 13, 1966 and recorded on July 14, 1966 in the Office for the Recording of Deeds in and for said County in Deed Book 59-K, Page 1068.

## PARCEL NUMBER TWENTY-ONE

## VIOLET HILL DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Township of Spring Garden, County of York and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Curvin E. Ness and Salome L. Ness, his wife, by deed dated October 6, 1966 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book 59-Q, Page 1058.

## PARCEL NUMBER TWENTY-TWO

## ADDITION TO GITTS RUN SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land, with the improvements thereon erected, in the Township of Penn, County of York and Commonwealth of Pennsylvania, BEING the same premises granted and conveyed unto the Company by Ralph D. Schuman and Helen P. Schuman, his wife, by deed dated April 16, 1968 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 61-B, Page 1057.

## PARCEL NUMBER TWENTY-THREE

## TOLNA DISTRIBUTION SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land in the Township of Hopewell, County of York and Commonwealth of Pennsylvania, BEING

the same premises granted and conveyed unto the Company by Lloyd W. Shepperd and Elenor E. Shepperd, his wife, by deed dated April 22, 1968 and recorded on the same day in the Office for the Recording of Deeds in and for said County in Deed Book Volume 61-C, Page 394.

#### PARCEL NUMBER TWENTY-FOUR

##### ALBURTIS SUBSTATION SITE

ALL THAT CERTAIN tract or parcel of land principally in the Township of Hereford, Berks County, and partly in the adjoining Township of Lower Macungie, Lehigh County, all in the Commonwealth of Pennsylvania, Being the same premises granted and conveyed unto the Company by Pennsylvania Power & Light Company by deed dated July 30, 1968 and recorded on August 2, 1968 in the Office for the Recording of Deeds in and for the County of Berks in Deed Book Volume 1532, Page 386, and on July 31, 1968 in the Office for the Recording of Deeds in and for the County of Lehigh in Deed Book 1113, Page 131.

#### SECOND.

Also all power houses, plants, buildings, distributing stations, substations, transforming stations and other structures for or used for or intended for use in connection with the manufacture, generation, transmission or furnishing of electricity or steam, and the machinery, fixtures, fittings and equipment thereof or appurtenant thereto, including, without limiting the generality of the foregoing, all dynamos, engines, turbines, boilers, pumps, generators, transformers, converters, regulators, exciters, meters, shafting and belting and all other apparatus and appliances for generating or producing electricity or steam, which are owned by the Company, or in which it owns an interest, on the date of the execution hereof or (subject to the provisions of Article XIII of the Original Indenture) which may be hereafter acquired by it.

#### THIRD.

Also all transmission and distribution lines and systems, whether underground, surface or overhead, for or used for or intended for use in connection with the transmission and distribution of electricity or

steam, and the conduits, mains, pipes, poles, cross arms, insulators, transformers, cables, wires, meters, fixtures, tools, supplies and all other apparatus and appliances connected therewith or appurtenant thereto, which are owned by the Company, or in which it owns an interest, on the date of the execution hereof or (subject to the provisions of Article XIII of the Original Indenture) which may be hereafter acquired by it.

#### FOURTH.

Also all franchises, immunities, privileges, permits, licenses, easements and rights of way authorizing, permitting or facilitating the erection, maintenance or operation upon, over or under any streets, avenues, highways, alleys, lanes, walks, parks and other public places in any county, city, town, township or village, or upon, over or under any private property of poles, towers, wires, conduits, mains, pipes or other structures or apparatus for the transmission or distribution of electricity or steam or otherwise relating to the business of producing, transmitting and distributing electricity or steam, which are owned by the Company, or in which it owns an interest, on the date of the execution hereof or (subject to the provisions of Article XIII of the Original Indenture) which may be hereafter acquired by it.

#### GENERAL SUBJECT CLAUSES.

SUBJECT, HOWEVER, to the reservations, mining rights, exceptions, conditions, limitations and restrictions contained in the several deeds, franchises and contracts or other instruments through which the Company acquired or claims title to or enjoys the use of said properties; to statutory and municipal requirements relating to land and buildings; to the rights of the public and others in streets, roads and highways, opened, or laid out but unopened, crossing or bounding any of the said parcels; to the rights of owners abutting thereon in any stream, drain or ditch crossing or bounding any of the said parcels; to the rights of the Commonwealth of Pennsylvania in and to any of the lands located in any streams or rivers abutting any of the said parcels; and to the rights of electric, gas, telephone, telegraph and pipeline companies to

maintain and operate pole lines and gas and petroleum products mains and pipes over or through any of the said parcels or on or in the streets, roads or highways abutting thereon as the same existed at the time of acquisition of said parcels by the Company; and to any easements visible on the ground at the time of such acquisition, but not evidenced by recorded agreements or grants.

### EXCEPTED PROPERTY.

EXPRESSLY EXCEPTING AND EXCLUDING, HOWEVER, from this Supplemental Indenture and from the lien and operation hereof, all property of every kind and type excepted and excluded from the Original Indenture by subdivisions II (to the extent that such real estate is still owned by the Company) and III under the heading "Excepted Property" therein to the extent there indicated and reference is hereby made to said Original Indenture for a description thereof.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the property covered by this Supplemental Indenture or intended so to be, or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 9.01 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the property covered by this Supplemental Indenture or intended so to be and every part and parcel thereof.

TO HAVE AND TO HOLD the property covered by this Supplemental Indenture or intended so to be to the Trustee, its successors and assigns, forever, upon and subject to the trusts, uses, conditions, covenants and provisions of the Mortgage.

### ARTICLE V.

#### MISCELLANEOUS.

SECTION 1. The Trustee, for itself and its successors in said trusts, hereby accepts the conveyance, transfer and assignment of the property included in this Supplemental Indenture upon the trusts, terms and conditions expressed in the Mortgage.

SECTION 2. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument to be signed in its name and behalf and its corporate seal to be hereunto affixed by a Vice President and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

By ..... J. A. DUNLAP, Vice President.

[CORPORATE SEAL]

Attest:

.....  
W. D. Hollinger, Secretary.

Signed, sealed and delivered by said  
Metropolitan Edison Company in  
the presence of:

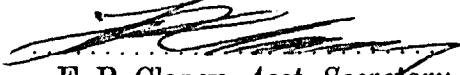
.....  
P. J. CROWLEY  
.....  
W. F. MORTIMER

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,


By .....  .....  
W. L. Baker, *Vice President.*

[CORPORATE SEAL]

Attest:

  
F. P. Clancy, *Asst. Secretary.*

Signed, sealed and delivered by said Morgan  
Guaranty Trust Company of New York  
in the presence of:

 .....  
P. J. CROWLEY

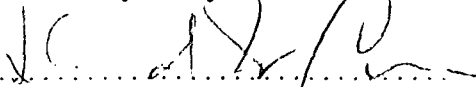
 .....  
W. F. MORTIMER

STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss:

On the 11th day of September, 1968, before me, the subscriber, a Notary Public of the State of New York, residing in North Salem, New York, personally appeared W. D. HOLLINGER, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by J. A. DUNLAP, Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of J. A. DUNLAP as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

  
.....  
W. D. Hollinger, Secretary.

Sworn to and subscribed before me the day and year aforesaid.

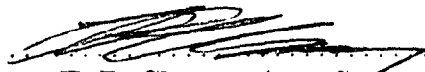
  
.....  
DAVID W. CREE  
Notary Public, State of New York  
No. 60-5854200 Qual. in West. Co.  
Cert. filed in New York County  
Commission Expires March 30, 1970

[NOTARIAL SEAL]



STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss:

On the 11th day of September, 1968, before me, the subscriber, a Notary Public of the State of New York, residing in North Salem, New York, personally appeared F. P. CLANCY, Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by W. L. BAKER, Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of W. L. BAKER, as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

  
F. P. Clancy, *Asst. Secretary.*

Sworn to and subscribed before me the day and year aforesaid.  
I am not a director or officer of said Morgan Guaranty Trust Company of New York.



DAVID W. CREE  
Notary Public, State of New York  
No. 60-5854200 Qual. in West. Co.  
Cert. filed in New York County  
Commission Expires March 30, 1970

[NOTARIAL SEAL]

SECTION 2. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument to be signed in its name and behalf and its corporate seal to be hereunto affixed by a Vice President and attested by an Assistant Secretary, all as of the day and year first above written.

METROPOLITAN EDISON COMPANY,

By /s/ J. A. DUNLAP  
J. A. Dunlap, *Vice President.*

[CORPORATE SEAL]

Attest:

/s/ W. D. HOLLINGER  
W. D. Hollinger, *Secretary.*

Signed, sealed and delivered by said  
Metropolitan Edison Company in  
the presence of:

/s/ P. J. CROWLEY  
P. J. Crowley

/s/ W. F. MORTIMER  
W. F. Mortimer

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

By /s/ W. L. BAKER  
W. L. Baker, *Vice President.*

[CORPORATE SEAL]

Attest:

/s/ F. P. CLANCY  
F. P. Clancy, *Asst. Secretary.*

Signed, sealed and delivered by said Morgan  
Guaranty Trust Company of New York  
in the presence of:

/s/ P. J. CROWLEY  
P. J. Crowley

/s/ W. F. MORTIMER  
W. F. Mortimer

STATE OF NEW YORK    }  
COUNTY OF NEW YORK   } ss:

On the 11th day of September, 1968, before me, the subscriber, a Notary Public of the State of New York, residing in North Salem, New York, personally appeared W. D. HOLLINGER, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by J. A. DUNLAP, Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of J. A. DUNLAP as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

/s/ W. D. HOLLINGER  
W. D. Hollinger, *Secretary*.

Sworn to and subscribed before me the day and year aforesaid.

/s/ DAVID W. CREE  
DAVID W. CREE  
Notary Public, State of New York  
No. 60-5854200 Qual. in West. Co.  
Cert. filed in New York County  
Commission Expires March 30, 1970

[NOTARIAL SEAL]

STATE OF NEW YORK        }  
COUNTY OF NEW YORK    } ss:

On the 11th day of September, 1968, before me, the subscriber, a Notary Public of the State of New York, residing in North Salem, New York, personally appeared F. P. CLANCY, Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by W. L. BAKER, Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of W. L. BAKER, as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

/s/ F. P. CLANCY  
F. P. Clancy, *Asst. Secretary.*

Sworn to and subscribed before me the day and year aforesaid.  
I am not a director or officer of said Morgan Guaranty Trust Company of New York.

/s/ DAVID W. CREE  
DAVID W. CREE  
Notary Public, State of New York  
No. 60-5854200 Qual. in West. Co.  
Cert. filed in New York County  
Commission Expires March 30, 1970

[NOTARIAL SEAL]

Recording Data of  
METROPOLITAN EDISON COMPANY'S  
Supplemental Indenture Dated September 1, 1968

<u>County</u>	<u>Date</u>	<u>Place of Recording</u>
Adams .....	9/13/68	Mortgage Book 26, Page 329
Bedford .....	9/13/68	Mortgage Book 93, Page 371
Berks .....	9/12/68	Mortgage Book 1090, Page 750
Blair .....	9/13/68	Mortgage Book 684, Page 14
Bucks .....	9/13/68	Mortgage Book 1711, Page 525
Cambria .....	9/13/68	Mortgage Book 416, Page 465
Chester .....	9/13/68	Mortgage Book Z-33, Page 287
Cumberland .....	9/13/68	Mortgage Book 507, Page 525
Dauphin .....	9/13/68	Mortgage Book M-47, Page 175
Franklin .....	9/13/68	Mortgage Book 292, Page 917
Huntingdon .....	9/13/68	Mortgage Book 134, Page 371
Indiana .....	9/13/68	Mortgage Book 221, Page 386
Lancaster .....	9/13/68	Mortgage Book 910, Page 781
Lebanon .....	9/13/68	Mortgage Book 284, Page 979
Lehigh .....	9/12/68	Mortgage Book 983, Page 15
Monroe .....	9/12/68	Mortgage Book 196, Page 313
Montgomery .....	9/12/68	Mortgage Book 3452, Page 657
Northhampton .....	9/12/68	Mortgage Book 893, Page 196
Perry .....	9/13/68	Mortgage Book 54, Page 77
Pike .....	9/13/68	Mortgage Book 103, Page 1120
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